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## CHARLOTTE DAILY OBSERVER, MARCH 30, 1908.

## SUPREME COURT OPINIONS surance, but which, under its terms and conditions applicable, automatically con-tinued in force for two years and two

decree, all parties are before the court date of its delivery. the same relief awarded as if the pro-visions of the statute had been complied with.

2. In proceedings in equity to administer upon the assets of an insolvent cor-particular day of the year. 4. When the insured under a policy of in proper instances, to appoint a receiver, and instruct him to sell the property which his policy was automatically con-tinued in force, reckoning from the date after ascertaining the names of creditors, of its delivery, but after such time has the amounts due them and the interest creditors, and before final judg- the premiums specified in the policy, it would be a variance of the contract to the specified in the policy, it would be a variance of the contract to the specified in the policy of the premiums specified in the policy of the premiums and the interest the premiums specified in the policy it would be a variance of the contract to the specified in the policy of the premiums and the premiums are contract to the premium of the policy of the premium o ment declare a dissolution and direct the permit a recovery of the benefits set out day. funds to be administered in accordance in the policy. with the rights of the parties.

1. A conveyance of land made by one to himself as president of a corporation reciting that he had purchased it as reciting that he had purchased it as annual premiums, from the date ment agent for said company, is ineffectual to convey the title, but is a valid declara-tion of an express trust in favor of the tion of an express trust in favor of the inclusion of the face thereof, and would be fixed in the face thereof, and would be the inclusion of the face thereof. corporation, upon a valuable' considera-tion. 6. The thirty days' grace allowed in

ed upon lands and there is no holding adverse thereto as expressed in the The Corporation of Elizabeth City vs. deed, the statute cannot successfully be pleaded in bar. 1. Statutes are construed to take effect

State vs. Wade Clayton. L. Under Revisal. 3779, the punishment implication.

H. T. Greenleaf vs. Land and Lumber months, specifies the pay day for pre-Company. L While it is more orderly to proceed under Revisal, 11%, to appoint a receiv-er for a corporation, such may be done in a court of equity wherein, under the specified in the policy, and not from the specified in the policy.

South Carolina and Georgia, fair Mon-day: Tuesday partly cloudy, colder in north portions Monday; fresh northeast winds.

considered strictly as made for a full Monda year, but as payments to be made on a Trenn Tennessee and Kentucky, partly cloudy Monday and Tuesday.

Tuesday rain; fresh northeast winds, East Texas, rain Monday and Tuesday;

6. When the policy sued on was de-

winds.

LOCAL OFFICE U. S. WEATHER livered subsequently to the day mention-BUREAU. Charlotte, March 29 .- Sunrise 6:14 a. m.,

THE WEATHER.

Washington, March 29.-Forecast for Monday and Tuesday: Virginia, fair Monday, colder in south portion; Tuesday fair, fresh northwest

North Carolina, fair Monday, preceded by showers on the coast, colder; Tuesday

fair; fresh northwest winds.

sunset 6:43 p. m. TEMPERATURE (in degrees). Highest temperature .... .. .. ... Lowest temperature .. .. Accumulated excess for the month ...

or the month ..... 4.24 ulated deficiency for month.. 0.04 The Corporation of Elizabeth City vs. Commissioners of Pasquotank. 1. Statutes are construed to take effect prospectively, unless it is otherwise therein declared expressive of W. J. BENNETT, Observer.

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therein declared expressly or by clean

for failure to work the roads is cogniz-able only in courts of justice of the peace, and the Superfer Court and cuto activities (Pasquetapk) shall constitute a general Jurisdiction by speni 2. Where the justice of the peace has exclusive jurisdiction of the offense and binds the defendant over to the Su-City township be turned over to the board

perior Court, the latter court having jurisdiction upon appeal only, the pro-ceedings must be quanned. 3. The overseer of public roads must of 1997, amends the law of 1905, so that Everybody comply with the statutory provisions in "all moneys raised in the county shall having the roads worked, causing those constitute a general fund for the common oned to work either two days or good of the roads of the county and the one, as the occasion requires, allowing streets of Elizabeth City." In a suit by an interval of at least fifteen days, and the town to recover its proportionate KNOWS HUYLERS

adjourn only on account of rain, sick- part of the money under the acts of 1905 ness or other unavoidable cause, and collected prior to the enactment of the 4. Under an indictment for failure to only have a prospective effect, and the work the public roads, where there is a town should recover for the moneys col-controversy as to a lawful adjournment lected prior thereto, and in accordance overseer, the burden is on the with the act of 1905, State to show the overseer therein exer-

cised a sound and reasonable discretion. H. A. Chesson vs. Walker and Myers. 1. The test of whether one is the fel-

John L. Gay vs. James S. Mitchell, et al. low servant of another is whether, in the 1. When the jury finds upon evidence employment of a common master, such tending to show that the plaintiffs own- other person is subject to his orders. ed and were in preserve of a certain mill and machinery, which was wrong-fully seized by the sheriff, and while in caused by a fellow servant, without conhis possession was damaged by freezing necting the alleged fellow servant with and rusting  $\sim f$  pipes and tubes, and oth- the cause of the injury.

could readily have been prevented by ordinary care and attention an actionable when it appears that the master's duly wrong was established entiting plaintif's authorized agent ordered an inexperito damages as the natural probable and enced youth, employed to perform duties direct result of defendant's wrong. comparatively without danger, to do a When the judge's charge to the jury dangerous act, without instructing him correct, but in general terms, it is how to do it and informing him it was objectionable, unless the defendant without danger.

tendered correct prayers for instruc-

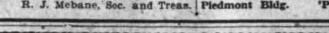
of a more specific nature. John Olin Heptinstall vs. M. E. New a An application in the Supreme Court for a new trial upon newly discovered evidencs, will not be granted when the affidavits only set out cumulative evidence, or if they do not show that the thereunder of devises or legatees. Such applicant used due diligence in procur- is not sustained under Revisal, 1589, when ing it. not brought by the plaintiff against some

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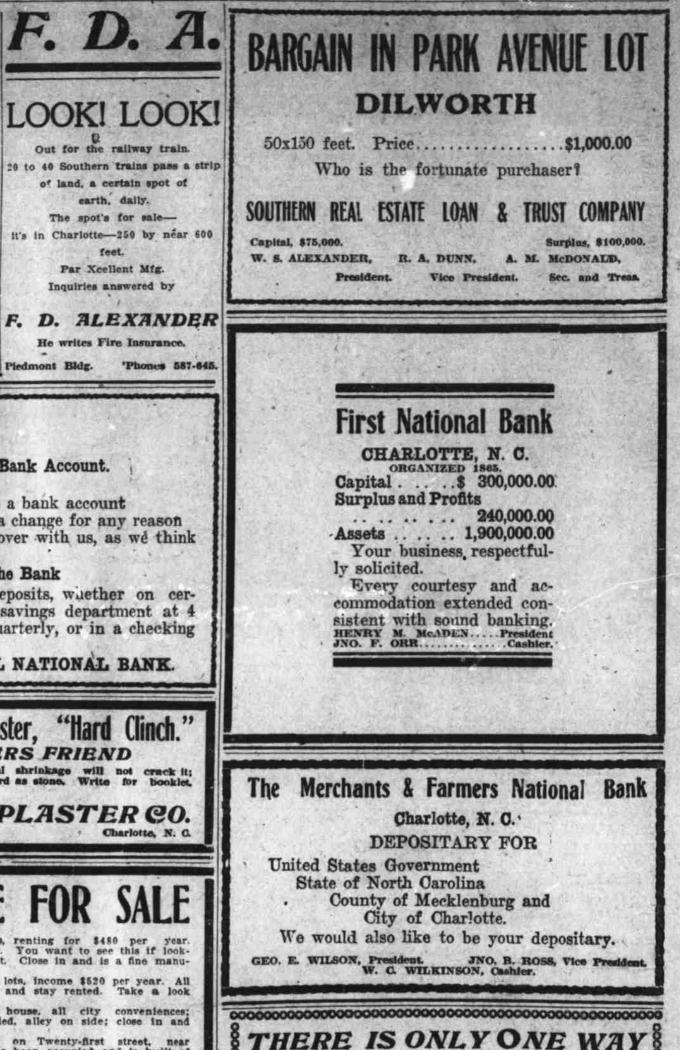
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8 to make a fortune, the only way fortunes are ever made, get your money to work for you. However

Lamb and C. H. White va. Major terest. is Co

1. Whether a decree of the court B. W. Mott, et al. vs. Carolina Land should be considered as a contract, or and Lumber Company. otherwise, it should be so construed as to 1. Executors and Adiministrators, Ten-

rive effect to each and every part, and bring all the different parts into har-mony as far as this can be done by fair and reasonable intendment. 2. A decree declaring certain defined

lards to be "the absolute lands of J. N. heirs at law, though there is evidence J., to have and to hold unto him and his that he entered thereupon in the right of

I.. to have and to held unto him and his that be entered thereupon in the right of heirs in fee simple forever," etc., provid-ing "That a pettion of said land, equal is wife as a cotenant. Ing "That a pettion of said land, equal is sance, Tenants in Common, Adverse on the death of J. N. L. without lawful entideen surviying him, shall descend to the persons who would have taken by descent, in such event, the land descend-ed to him from his mother; and that the remainder of said tract shall descend to relyme the law shall controversy for twenty years; and when the law shall common is relied upon. those persons upon whom the law shall cotenant in common is relied upon, cast it at his death." should be construed they must show an actual ouster by him. 

dispositon of the same, and without having made dispositon of the same, and without children him surviving, it should to the smount indicated, descend to his heirs ex parts materna. T. M. Small, et al. vs. Councilmen of Edenton. D. When there is no evidence of malice or bad faith, the reasonableness of a continuing to 1:30 and again from 4

city ordinance is a question of law for to 6 p. m.

H. S. Ward vs. Commissioners of Beau- the court.

fort County. 1. A mandamus lies only to compel which requires all stationary awnings the performance of a specific act pointed (with posts resting upon the sidewalks) out by statute, and not to the county in the town be removed by a certain day alsoioners to "provide a sufficient fixed, and imposes a fine of fifty dollars lection must be sold on Tuesday at art house, and ke p it in good repair." upon the owners failing to so remove t. When the county commissioners do them, and provides for their removal by

riot keep and maintain in good and suffi-cient repair the court house in their Stateova. "rliggs, 126 N. C., 1925, overcient repair the court house in their county, and do not offer or propose to rulal.

of duty by the grand jury, but ney are entitled to have the issue found by the

Jury. The building and keeping in proper repair the court house of a county is a part of the ministerial duties of the county commissioners, subject to indict-ment for wijful failure, and not subject Morganton, March 29.—The music ment for wilful failure, and not subject to the supervision of the courts.

to the supervision of the courts. H. T. Greenleaf vs. John A. Bartlett, et al. 1. A tax deed regular upon its face, is "color" of title, and when describing the land with sufficiency as such from the fact that the sheriff failed to bid in the land sold for taxes for the county when and one would pay the tax for "less number of acres than the whole," as required by laws 1881. Cr. 117. Section 26. 2. When the entry and possession up-der a tax deed are "under known and yistble lines and boundaries." the entry amounts to an outster and seven years adverse possession ripens the file. 1. When the is a bound the fact that the issue of a county when and der a tax deed are "under known and yistble lines and boundaries." the entry amounts to an outster and seven years adverse possession ripens the file. 1. When it is a bound the fact that the ince all playhouse. The new schedule which the Southern in augurated on the Ashe-ville division to-day is a very con-ville division to-day is a very con-to be headed toward Salisbury are to a headed toward Salisbury

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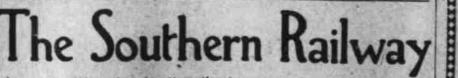


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has many virtues, but in attempting to escape a just, though, perhaps, a technically illegal taxation, and, succeeding, piaces an additional doi-lar on every taxable poil in old Mecklenburg, she's simply driving nails in her own coffin. Where do the juries come from? THE COMMERCIAL MEN,

too, are being antagonized, and pray tell me, Fair Sister, what other class does for you as much as they? There are breakers ahead! THE MUTUAL "BILLY MALONE"

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